

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 21, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B7200236
(Supercedes Contract #071B2001394)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (269) 317-3225
Contract Food Services, Inc. 1240 East Columbia Avenue Battle Creek, MI 49014 ronaldmccombjr@aol.com		Ronald McComb, Jr.
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-1080 Melissa Castro, CPPB
Contract Administrator: James Luce (616) 968-1067		
Food Catering Service – DMVA, MI Youth Challenge Academy		
CONTRACT PERIOD: From: March 28, 2007 To: December 31, 2007		
TERMS	Net 30 Days	SHIPMENT N/A
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, this Contract is EXTENDED through December 31, 2007, and \$172,000.00 is added to the Contract. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per DMVA/Contract Food Services, Inc., and DMB/Purchasing Operations

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$172,000.000

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 3, 2007

NOTICE
TO
CONTRACT NO. 071B7200236
(Supercedes Contract #071B2001394)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (269) 317-3225
Contract Food Services, Inc. 1240 East Columbia Avenue Battle Creek, MI 49014 ronaldmccombjr@aol.com		Ronald McComb, Jr.
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-1080 Melissa Castro, CPPB
Contract Administrator: James Luce (616) 968-1067		
Food Catering Service – DMVA, MI Youth Challenge Academy		
CONTRACT PERIOD:	From: March 28, 2007	To: April 15, 2007
TERMS	Net 30 Days	SHIPMENT N/A
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

This Contract replaces Contract #071B2001394 as vendor has changed name and FEIN. No additional funds have been added.

Estimated Contract Value: \$1.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B7200236
(Supercedes Contract #071B2001394)

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (269) 317-3225
Contract Food Services, Inc. 1240 East Columbia Avenue Battle Creek, MI 49014 ronaldmccombjr@aol.com		Ronald McComb, Jr.
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-1080 Melissa Castro, CPPB
Contract Administrator: James Luce (616) 968-1067		
Food Catering Service – DMVA, MI Youth Challenge Academy		
CONTRACT PERIOD: From: March 28, 2007 To: April 15, 2007		
TERMS	SHIPMENT	
Net 30 Days	N/A	
F.O.B.	SHIPPED FROM	
Delivered	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT. This Contract replaces Contract #071B2001394 as vendor has changed name and FEIN. No additional funds have been added. Estimated Contract Value: \$1.00		

FOR THE VENDOR:

FOR THE STATE:

Contract Food Services, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

Signature

Melissa Castro, CPPB, Buyer Manager

Name/Title

Services Division, Purchasing Operations

Division

Date

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET

March 27, 2007

PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015 ronaldmccombjr@aol.com	TELEPHONE Fax: (269) 963-5378 (269) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: March 28, 2007	
TERMS 1% 10 Days, Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **CANCELLED** and **REPLACED** with Contract #071B7200236 due to vendor name and FEIN change.

All other terms, conditions, and pricing will remain the same.

TOTAL ESTIMATED CONTRACT VALUE: \$1.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES

April 20, 2006

P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015 ronaldmccombjr@aol.com	TELEPHONE Fax: (269) 963-5378 (269) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2007	
TERMS 1% 10 Days, Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED until April 15, 2007.

All other terms, conditions, and pricing will remain the same.

INCREASE: \$354,191.31

TOTAL REVISED ESTIMATED CONTRACT VALUE:\$1,762,156.68

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET

ACQUISITION SERVICES

April 11, 2005

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015 ronaldmccombjr@aol.com	TELEPHONE Fax: (269) 963-5378 (269) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2006	
TERMS 1% 10 Days, Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED until April 15, 2006.
Also effective April 15, 2005, new pricing per the following:

Breakfast- \$3.67

Lunch- \$3.82

Dinner- \$4.07

PLEASE NOTE: The buyer for this contract has been CHANGED to Joan Bosheff.

All other terms and conditions will remain the same.

NET INCREASE: \$166,239.89

TOTAL REVISED ESTIMATED CONTRACT VALUE:\$1,407,965.22

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET

ACQUISITION SERVICES

August 7, 2003

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015 ronaldmccombjr@aol.com	TELEPHONE Fax: (269) 963-5378 (269) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 Kimberly Graham
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2005	
TERMS 1% 10 Days, Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, the last paragraph of page 21 of the contract specifications will be changed as follows:

MYCA will pay the contract vendor for meals served for all the cadets enrolled in the program at that present time of each meal unless prior notice is given contract vendor. Signature head count form 3032 will be available for verification of attendance of cadets. There will be one head count sheet for cadets, one for cadre supervisory – non-paying and cadre that pay per meal.

AUTHORITY/REASON (S):

Per request of Sandy Wentworth, DMVA and in accordance with the “Modification of Service” paragraph of the contractual terms and conditions.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,045,260.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 26, 2003

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015	TELEPHONE Fax: (616) 963-5378 (616) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2005	
TERMS 1% 10 Days, Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

This contract has been EXTENDED until April 15, 2005. In addition, effective April 1, 2003, the following prices will be in effect:

Breakfast-\$3.52

Lunch— \$3.67

Dinner— \$3.92

Total meal cost per resident per day \$11.11.

Also, vendor will give a cash discount for quick payment of 1% of the total invoice when payment is received within 10 days of the invoice receipt by DMB.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,045,260.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 28, 2002

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015	TELEPHONE Fax: (616) 963-5378 (616) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 Susan Every
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2003	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective August 1, 2002:

Plastic reusable food trays have been replaced with disposable trays: 250 trays per case at \$34.50

A per-meal price modification of 12 cents is needed.

Price changes are as follows: Breakfast—From \$3.55 to \$3.67

Lunch—From \$3.70 to \$3.82

Dinner—From \$3.90 to \$4.02

Total meal cost per resident per day \$11.51.

INCREASE: \$15,000.00

TOTAL ESTIMATED REVISED CONTRACT VALUE: \$1,045,260.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET

ACQUISITION SERVICES

April 24, 2002

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015	TELEPHONE Fax: (616) 963-5378 (616) 964-1246
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 Susan Every
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy	
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2003	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I2000103, this Contract Agreement and the vendor's quote dated February 10, 2002. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Annual Cost: \$343,420.00

Estimated Contract Value: \$1,030,260.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B2001394
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Ronald McComb, Jr. 154 Apperson Road Battle Creek, MI 49015		TELEPHONE Fax: (616) 964-1246 (616) 963-5378
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-0705 Susan Every
Contract Administrator: James Luce (616) 968-1067 Food Catering Service – DMVA, MI Youth Challenge Academy		
CONTRACT PERIOD: From: April 15, 2002 To: April 15, 2003		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT. The terms and conditions of this Contract are those of ITB #071I2000103, this Contract Agreement and the vendor's quote dated February 10, 2002. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Annual Cost: \$343,420.00 Estimated Contract Value: \$1,030,260.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2000103. Orders for delivery of equipment will be issued directly by the Department of

Military and Veterans Affairs through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

FOR THE STATE:

Firm Name

Signature

Jim Konrad, Director

Authorized Agent Signature

Name

Acquisition Services, Tactical Purchasing

Authorized Agent (Print or Type)

Title

Date

Date



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ATTACHMENTS:

Non-State Agency Statement
Specifications/Work Statement (10 Pages)
Items Listing/Pricing Page
Sample Menu
Signature Headcount Sheet



SECTION I - REQUIREMENTS

I-A INTRODUCTION/OVERVIEW

This Contract is for Food Catering Service for Department of Military & Veterans Affairs, Michigan Youth Challenge Academy (MYCA), located in Battle Creek, Michigan. The contractor shall be responsible for procurement of food and supplies for food production/preparation and sanitation, and hiring and supervision employees to provide food service. The contractor shall operate the food service in conformance with the terms and conditions in the contract, as well as state, federal and accrediting agency regulations including but not limited to:

Food Code, U.S. Public Health Service, U.S. Department of Health and Human Services, Food and Drug Administration, Washington, D.C., current edition.

DEFINED TERMS

The following terms have meanings as set forth below:

Contract Administrator - Designee to administer the Contract on a day to day basis.

Direct Labor Costs - means wages and benefits paid by the Contractor to all employees who are responsible for management and supervision of food service and wages and benefits paid by the Contractor to all employees involved in all food preparation activities.

DMB - The Department of Management and Budget.

DMVA – The Department of Military & Veterans Affairs.

MYCA – Michigan Youth Challenge Academy.

CADETS – Youths enrolled at Michigan Youth Challenge Academy



CADRE – State of Michigan personnel employed at Michigan Youth Challenge Academy

Food Service Manager - The person selected by the Contractor to manage the daily delivery of food service.

HACCP - Hazard Analysis Critical Control Point.

House Menu - The main menu served from which all other menus/diets are modifications of this menu. Term interchangeable with the term Regular Menu.

ITB - Invitation to Bid.

MSDS - Material Safety Data Sheets.

Modified Diets - All therapeutic menus, vegetarian menus, and any other menu modified menu required to meet individual requirements.

Quoted Contract Prices - The prices quoted by the Contractor in their proposal for the Total Daily Meal Cost.

R.D.A. - Recommended Dietary Allowances of the National Research Council.

RFP - Request for Proposal.

Total Daily Meal Cost - The sum of the costs for breakfast, lunch, and dinner per person offered by the Contractor in their proposal. Total Meal Cost includes regular and modified diets if the Contractor offered one price for both regular and modified diets.

Total Daily Meal Cost, Regular - The sum of the costs for breakfast, lunch, and dinner per resident offered by the Contractor in their proposal for regular diets, if the Contractor provides separate pricing for regular diets and for modified diets.

Total Daily Meal Costs, Modified - The sum of the costs for breakfast, lunch, and dinner per resident offered by the Contractor in their proposal for modified diets, if the



Contractor provides separate pricing for regular diets and for modified diets.

I-B SPECIFIC REQUIREMENTS

A. COMPANY INFORMATION

1. CAPABILITIES

Ronald McComb, Jr. has been operating food service facilities since 1983.

2. PRIOR EXPERIENCE

Prior experience - Providing food service to MYCA since July, 2001.

3. STAFFING AND SUB-CONTRACTORS

- a) The Contractor currently has a staff of two full-time and four part-time personnel.
- b) No subcontractors are utilized.

4. RECYCLING/ENVIRONMENTAL AWARENESS

The Contractor utilizes products that incorporate the highest percentage of recycled materials available. All cardboard/paperboard containers received from suppliers are crushed and bundled for recycling.

B. PRODUCT QUALITY

1. SPECIFICATIONS

This contract shall include delivery of prepared meals to the Michigan Youth Challenge Academy. The contractor shall be responsible for procurement of food and supplies for food production/preparation and sanitation, and hiring



and supervision employees to provide food service. The contractor shall operate the food service in conformance with the terms and conditions in the contract, as well as state, federal and accrediting agency regulations including but not limited to:

Food Code, U.S. Public Health Service, U.S. Department of Health and Human Services, Food and Drug Administration, Washington, D.C., current edition.

2. RESEARCH AND PRODUCT DEVELOPMENT

The Contractor is constantly working to develop new dishes for the menu. They try to develop at least two new menu additions during each twenty two week cycle.

3. QUALITY ASSURANCE PROGRAM

The Contractor has policies in effect at the various stages of food preparation, cooking, transporting and serving of the food products.

The Contractor shall have a written quality control program which ensures that all products are wholesome and that all manufacturers and suppliers to the Contractor have effective quality control programs, have standard operating procedures and use good manufacturing practices. All manufacturers supplying product to the Contractor shall have verifiable HACCP programs in place at their manufacturing facilities. The Contractor shall monitor the quality control program of all suppliers and manufacturers.

All products shall have legible code dates on the box or package.

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.



2. Disposal and/or replacement of all products which fail to meet specifications.

C. SERVICE

1. CUSTOMER SERVICE

The Contractor shall have an accessible customer service representative specifically assigned to this State of Michigan account. The Contractor's customer service must respond to a State agency inquiries promptly. The contractor shall provide a local or toll-free number for customer service calls.

2. TRAINING

The Contractor shall provide training when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

3. REPORTING

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, fiscal reports, etc.

4. SPECIAL PROGRAMS

The State is interested in any other special programs that vendor's may have.

D. DELIVERY



1. TIME FRAMES

Meals must be delivered as specified, no exceptions. Delivery of three (3) meals per day, seven (7) days per week. Delivery time to allow for transfer of food from vehicle to kitchen/dining area and set up. Periodic bagged lunches may be requested for special outings and may require an additional delivery. Contractor would be notified at least 24 hours in advance with estimated number of meals and time needed for these extra lunches. Daily routine schedule:

M-F	Breakfast:	7:20 a.m. - 8:00 a.m.
M-F	Lunch:	12:00 p.m. - 12:45 p.m.
M-F	Dinner:	4:30 p.m. - 5:20 p.m.

Saturday & Sunday	Breakfast:	7:20 a.m.
	Lunch:	1:20 p.m.
	Dinner:	5:30 p.m.

2. MINIMUM ORDER

There will be no minimum order for this Contract. The contractor will be required to provide breakfast, lunch, and dinner for the specified number of cadets on a daily basis, seven days per week for the two (2) annual cycles.

3. F.O.B. POINT

Prices include delivery.

4. PACKAGING

Hot foods are placed in stainless steel foodservice pans, covered with a film and then foil, and placed in insulated, commercial foodservice carriers for transportation to the MYCA.

Cold foods are transported in insulated containers to prevent temperature loss during transportation. They are also placed in stainless steel foodservice pans



with film and foil covers during the process unless transferred in their original packaging.

The state reserves the right of final approval on packaging.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the state.

5. PRODUCT DELIVERY VEHICLE(S)

The contractor shall be responsible for the cleaning, sanitation, and maintenance of the delivery/transportation vehicle(s).

Cargo Vans are used for transportation of hot and cold food products and other supplies to the MYCA. The interior of the vehicles are steam cleaned as required due to spillage of food or beverage items. The vehicle is sanitized using a bleach and water solution after the cleaning process has been completed.

E. PRICING – per attached sheet.



SECTION II - GENERAL CONTRACT PROVISIONS

II-A GENERAL

The Contract is for Food Catering Services for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form and by Acquisition Services on the Purchase Order Form.

This Contract will be a Unit Price Contract.

Department of Military & Veterans Affairs

However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

II-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Military & Veterans Affairs, Michigan Youth Challenge Academy, hereinafter known as (MYCA). Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:



Department of Management and Budget
Acquisition Services
Attn: Susan Every
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-0705
e-mail: everyys@michigan.gov

II-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

James Luce
DMVA – Michigan Youth Challenge Academy
5500 Armstrong Road, Building #22
Battle Creek, MI 49015
PH: (616) 968-1067
FAX: (616) 660-3048

II-D CONTRACT TERM

The term of this contract will be for a One (1) year period and will commence with the issuance of a Contract. This will be approximately April 15, 2002 to April 15, 2003. At the sole option of the State, the Contract may be extended for up to 4 (four) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the things that will be used as a basis for any decision by Acquisition Services to extend the Contract.

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE



The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. This contract from the State's ITB No. 071I2000103.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the Contractor's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

II-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

II-G REVISIONS, CONSENTS, AND APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

II-H SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

II-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties



including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

II-J GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-L HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-M INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

II-N NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without



prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

II-O CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

II-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with the Department of Military and Veterans Affairs may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Acquisition Services reserves the right to cancel the Contract immediately at any time for default, if the Office documents that unsafe and/or adulterated or off-condition products are being delivered to



any State agency by the Contractor.

II-Q INVOICING AND PAYMENTS

The Contractor is to submit a monthly invoice indicating the number of meals served at breakfast, lunch and dinner, and the number of special meals served during the billing period.

Invoices are to be submitted to:

Michigan Youth Challenge Academy
Attn: Bill Gibson
5500 Armstrong Road, Building #22
Battle Creek, MI 49015

Meal counts are subject to fluctuation and may vary slightly, “special and unforeseen circumstances may apply”. A twenty four (24) hour notice shall be given to the contractor to adjust the counts. Invoices shall be reconciled based on the 24-hour advance adjustments.

II-R AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor’s location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-S SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of the Contract and shall be grounds for cancellation of the Contract in accordance with the Cancellation



provisions contained herein.

II-T ASSIGNMENT

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Acquisition Services Director.

II-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the State Acquisition Services Director has given written consent to the delegation.

II-V DISCLOSURE

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

II-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.



- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

II-X PRICE

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

The Total Daily Meal Cost; or the Total Daily Meal Cost, Regular and the Total Daily Meal Cost, Modified (Quoted Contract Prices) from the Contractor's proposal shall remain firm for a period of 365 days. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365 day period.

Adjustments may be made annually to reflect increases in food and Direct Labor Costs only if all of the following conditions are met:

- a. The Legislature has appropriated the funds to cover the cost of the increase.
- b. There is not documented continuous poor performance under this contract by the Contractor.
- c. The increase shall not be greater than three percent (3%) of the current contract prices.



If the volume of disposable service were increases substantially during the Contract period, adjustments in the Quoted Contract Prices may be considered by the State. Such adjustments shall be negotiated between the Contractor and the State and shall not be made more frequently than once per year.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be canceled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

II-Y ADDITIONAL PRODUCTS

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

II-Z RECYCLED CONTAINERS

Bidders are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

II-AA CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Direct Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under workers' compensation, disability benefit and other similar employee



benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.



- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- E. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include Contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Direct Purchase Order).

BEFORE THE CONTRACT IS EXECUTED BY ACQUISITION SERVICES, THE CONTRACTOR MUST FURNISH TO ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR DIRECT PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract No. or Direct Purchase Order No. has been given to the Director of Acquisition Services.

II-BB INDEMNIFICATION

A. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any



piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-CC RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first



shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

II-DD CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.



II-EE ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

II-FF NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the contractors agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

II-GG CANCELLATION

- A. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.



In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

- B. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
- C. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of



this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

- D. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
- E. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-HH NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.



II-II ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically.

II-JJ MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, the number of individuals to be serviced, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

II-KK UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-LL CONFIDENTIALITY

The use or disclosure of information concerning services to recipients obtained in connection with the performance of this Contract shall be restricted to proposes directly connected with the administration of this project and programs implemented by this



contract as required under Federal Regulations and State Statutes.

II-MM FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

II-NN CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**NON-STATE AGENCY STATEMENT:**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on this Contract from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

BIDDER MUST CHECK ONE BOX BELOW

- ☒ [X] Commodities and/or services on this Contract will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
- ☐ [] Commodities and/or services on this Contract will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

Vendor Name

Authorized Agent Name (print or type)

Authorized Agent Signature



cycle and break dates.

Number of meals provided may fluctuate due to holidays, family passes, or scheduled outings. MYCA staff will notify contractor at least 24 hours in advance with estimated number of meals to be served on any particular day.

First two weeks of the cycle (pre-challenge), contract vendor will serve all meals (breakfast, lunch and dinner) to the cadets at Fort Custer Training Center, 26th Street, Augusta, Michigan. Vendor may be required to supply meals at Fort Custer Training Center approximately two (2) times during each cycle other than pre-challenge times.

Periodic bagged lunches will be requested by MCYA. Contract vendor will be given a minimum of 24-hour notice to prepare bagged lunches. (MYCA has food containers, mur-mits, to store food for temperature control if needed.)

The cadre (non-supervisory) will be allowed to purchase meals from the contract vendor at actual costs (Approximately 5 to 8 per meal per day). A surcharge may be imposed to cover the cost of collection of fees, but it must be at the actual cost.

MYCA will pay only for the number of meals received and verified from form 3032, signature headcount sheet (attached). There will be one head count sheet for cadets, one for cadre supervisory – non-paying and cadre that pay per meal. Copies of signature headcount sheets will be given to the contractor for review.

The contractor will be responsible for: delivery, set up, storage, and serving of all food items in compliance with the Michigan Food Code (most recent edition) regarding food safety and acceptable temperature ranges. Contractor will be responsible for delivery of food at the appropriate times, set up in the designated dining area, and supervision of the cadets serving of the meals to assure proper portions are provided. Further, it will be the Contractor's obligation to remain on-site during serving, preparation, and cleanup, with the assistance of the cadets. Contractor will take left over food, dirty utensils, food trays, containers etc., off premises for disposal or cleaning. Cadets remove and dispose of trash at MYCA site.

Included in the specifications are detailed nutritional requirements. Also included in the attachments is a sample one week menu. These are provided to ensure consistency from



the contractor and as explicit examples of state nutritional requirements. **Contractor may provide their own menus, but they must be approved by Michigan Youth Challenge Academy.**

Delivery

All meals are to be served daily according to the following schedule:

Monday-Friday	Breakfast:	7:20 a.m. - 8:00 a.m.
	Lunch:	12:00 p.m. - 12:45 p.m.
	Dinner:	4:30 p.m. - 5:20 p.m.
Saturday & Sunday	Breakfast:	7:20 a.m.
	Lunch:	1:20 p.m.
	Dinner:	5:30 p.m.

Portion control shall be the responsibility of the Contractor.

In the service of meals, proper temperatures in compliance with the Michigan Food Code shall be maintained at all times. Food temperatures shall be recorded by the Contractor at each meal and records maintained that shall be available for review by Contract Administrator or designee upon request. MYCA staff may also randomly verify meal temperatures through periodic checks.

The Contractor shall be responsible for the purchase, preparation, storage, and service of meals.

The Contractor shall be responsible for the cleaning, sanitation, and maintenance of the delivery/transportation vehicles.



FOOD PRODUCTION SPECIFICATIONS

1. Menus

A 28-day cycle menu is required with the exception of the 2 week pre-challenge at Fort Custer (unless coordinated with MYCA personnel). A copy of the MYCA sample menu to be followed is attached. Menu will be posted outside of the mess hall. The Contractor shall be responsible for following the menu provided to the satisfaction of MYCA. Included in the specifications are other detailed nutritional requirements to be adhered to.

Current “Daily Food Guide” adopted from the Food Guide Pyramid – United State Department of Agriculture will be the standard used for menu planning. Portion sizes must be in accordance with the planned cycle menus or according to individual resident needs.

It is expected that seasonal variations will be made to the menu.

MYCA recognizes that occasionally menu substitutions are necessary. If such circumstances occur:

- (1) The Contract Administrator or designee shall be notified prior to implementation.
- (2) Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, roast beef for hamburger.
- (3) Items appearing on the previous day’s menu or the following day’s menu may not be used.
- (4) A record of substitutions must be made available monthly, utilizing Record of Substitutions.
- (5) A recurring substitution rate of greater than 10% of meals served each cycle is considered indicative of poor management, this shall be considered a material breach of the Contract and the State shall have



available all remedies under this Contract including liquidated damages.

2. Menu for Modified Diets

Modified Diet Menus may be requested throughout the duration of the Contract and menus provided by MYCA upon request.

3. Standardized Recipes

Standardized recipes are expected for all food items prepared for meals including modified diets, HACCP Guidelines must be included.

4. Food Purchase Specifications

The food specifications set forth below are the minimum acceptable qualities.

Tuna:

Canned tuna, water packed shall be provided in an individual portion can with self-opening lid. Each cadet shall assemble their own sandwich at meal time. When this item is served on the menu, a container to mix ingredients for tuna salad must be provided.

For Meals from Serving Line:

Tuna for cadets receiving food from a serving line may be served from premixed bulk containers of tuna salad.

Canned Fruits:

Fancy and choice grades. Natural juice pack only.

Dairy Products:

All milk shall be Grade A and vitamin A & D fortified. Skim and 2% milk shall be made available at the breakfast and dinner meals. All yogurt shall contain active cultures.

Margarine or butter shall be offered at breakfast and evening meals. It shall be served on the side only.



Eggs:

USDA Grade A. Medium or pasteurized frozen whole eggs.

Frozen/Unfrozen Entrees:

TVP and other extenders are not acceptable as a part of any meat product unless agreed on by MYCA Staff.

Entrees made with ground beef will contain a mixture of ground turkey and ground beef. The meat mixture will contain 50% or less of ground beef (20% or less fat).

Luncheon Meats:

All luncheon and variety meats shall be made from poultry or beef with a non-pork casing. Luncheon meat products containing pork as an ingredient shall not be used. Lettuce, tomato and onion slices shall be packaged separately and served on the side.

Fresh Produce and Fruit:

#1 quality shall be used whenever possible. Portion sizes shall be 4 oz., 1/2 cup except when modified diets require otherwise.

A variety of fresh fruit in season must be provided. An individual fruit shall not be served more than three times during a seven day period.

Fruit Juice:

All fruit juices shall be 100% natural juice.

Canned Vegetables:

Choice and extra standard grades.

Fresh or frozen fruits and vegetables are preferred.

Poultry:

Grade A



Ground Beef:

USDA Utility or better with fat content of 20% or less.

Cereals:

Shall not be presweetened nor contain psyllium. Significant source of folacin, iron, magnesium, zinc and fiber preferred.

5. Temperatures.

Hot entree, vegetable and hot cereal, shall rethermalized to 165 F and shall be maintained at 140 – 185 F. Hot beverages shall be maintained between 140 – 160 F. Cold items such as puddings, salads, dairy products, meat or egg sandwiches shall not be less than 33 F or greater than 40 F. Neither shall menu items appear to have melted or to contain ice crystals. It is the goal to serve hot items at 140 F or greater and cold items at 40 F or less. Food temperatures shall be recorded by the Contractor at each meal and have records available for review by the Contract Administrator. MYCA may also verify safety range of meal temperatures through periodic temperature checks.

6. Appearance and Taste

Appearance and taste of menu items shall meet the approval of the Contract Administrator.

7. Variances

MYCA has the right to cancel meal(s) with a 24 hour notice to vendor due to a field trip or other outings scheduled for the cadets.

PERSONNEL AND TRAINING

The Contractor shall employ Foodservice staff who have a minimum of three months experience working in an operation similar to the Foodservice program provided.

The Contractor shall only appoint employees or prospective employees to work at the



Center who have cleared the Law Enforcement Information Network (LEIN) check. The LEIN checks shall be processed at no cost to the Contractor. The following information will be required for each employee or prospective employee:

Employee's Full Name

Social Security Number

Date of Birth

Michigan Driver's License Number or State ID Number

Employee's Signature

The Contractor shall require that all employees undergo a drug test prior to beginning work and shall maintain detailed plans for maintenance of a drug-free work force and employee assistance programs. MYCA shall have the right to do random drug testing of any employee of the Contractor assigns, by an independent source.

The Contractor shall provide documentation to the Contract Administrator prior to beginning work under this contract of a clear drug test for all employees who provide service.

Within ten (10) days after receiving written notice from the Contract Administrator, the Contractor shall replace any manager or foodservice worker assigned, for operating difficulties deemed solely by the State to be the result of inferior work performance or on-site management.

The Contractor shall replace the Foodservice worker immediately, at the state's request, if the Foodservice worker is found with contraband in his/her possession.

The Contractor shall ensure that their employees are provided with food handling gloves and hair nets/hats at Contractor's or employee's expense. Type of gloves and hair nets/hats are to be submitted to the Contract Administrator for approval. Gloves and hair nets/hats shall be worn at all times that staff are on-site acting within the course and scope of their employment.

The Contractor shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.



The Contractor shall notify employees that any violation of MYCA Rules, Policies or Procedures could result in default of the Contract.

TASKS - CONTRACTOR

1. The Contractor shall provide emergency mass feeding when required and directed by the Contract Administrator. Any costs or charges in such a mass emergency feeding program shall not be considered part of the original costs under this Contract but shall be determined in a manner identical to normal operation as listed hereunder and pursuant to applicable items in the bid proposal.



The contractor shall provide all food transport containers, transportation vehicles, serving gloves, vinyl aprons (for cadets to wear while serving meals – to be sanitized prior to each use), and disposable hats or hairnets. The Contractor shall also provide appropriate detergent and janitorial supplies for washing containers, steam table, dining room cleaning/sanitation, and transport vehicles and shall provide Material Safety Data Sheets as necessary. **The Contractor is responsible for all costs of these products which includes all cleaning products.**

2. The contractor shall supply, install and maintain all Foodservice equipment such as ice machine, steam table, and beverage dispenser.
3. The contractor shall ensure that all transport vehicles are odor free and cleaned .
*****(need to know the frequency of cleaning and what product is used)**
4. The Contractor shall ensure that all equipment provided by the Contractor is maintained in an acceptable condition. In addition, repair or replacement of any equipment belonging to MYCA shall be the responsibility of the Contractor if the repair was necessitated by negligence on behalf of the Contractor.
5. The Contractor shall provide all meals at the specified times. The Contractor shall supervise the serving of the meals by the cadets to assure proper portion control.

The Contractor shall supply all paper and disposable goods necessary for the preparation, service and storage of food, i.e., Styrofoam cups, flexi-straws, napkins, flatware (includes: forks, spoons, and knives), five-section paper trays, paper towels, foil, bags, disposable gloves, sandwich bags, aluminum foil, plastic wrap, coffee filters, baking sheets, etc. **Contractor is responsible for all costs of these products. Costs for paper and disposable goods shall be included in the per meal rate price.**

The Contractor is responsible for cleaning and maintaining all serving and preparation areas with the assistance of the MYCA cadets. (including all dining equipment).

The Contractor shall comply with the current Michigan Food Code.

The Contractor shall provide MYCA with an “emergency” three (3) day menu and plans to provide service in the event of employee strikes, water loss, heat loss, steam or electricity loss,



inclement weather, or other events causing food service disruption. If contractor cannot supply meals, MYCA will request another vendor provide food services at total cost to contract vendor.

The Contractor shall maintain a food establishment license from the Michigan Department of Agriculture. Foodservice shall be operated in compliance with all rules and regulations of the Michigan Department of Agriculture. **On annual inspections, contract vendor must achieve a minimum score of 80%. Provide a copy of latest inspection and latest pest control inspection.**

The Contractor shall provide its own fire, theft, automobile and other required insurance at its own expense to cover its property located on the premises including clothing, vehicles and other articles owned by Contractor's employees.

THE STATE SHALL PROVIDE

A LEIN check of each of the Contractor's employees assigned to the facility at no charge to the Contractor.

A negotiated cadet work force at no cost to Contractor.

A menu which is compatible with cadets on both regular and therapeutic diets.

A dining facility at MYCA (subject to location).

Inspections – Onsite to include: a) the State shall conduct sanitation, fire safety and MIOSHA inspections annually. Inspections may be made more often at the discretion of MYCA; b) security inspections – announced and unannounced and; c) other inspections as required.

Evaluations – Periodically, throughout the life of the contract, the meals delivered will be evaluated by MYCA nutritionist for aesthetic appeal, nutrient value, bacteriological content, portion size, and temperature. Also, the vendor will allow periodic visits by MYCA to the food service preparation area of contractor's own facility.

A locked cabinet/closet will be made available for contract vendor to utilize for storage of



cleaning supplies.

PROJECT CONTROLS/REPORTS

1. Examination of Records

The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the cost of this Contract in such detail as to reflect all direct net costs of food, labor, materials, equipment, supplies and services and other expenses for which reimbursement will be claimed. Any records directly pertaining to transactions relating to this contract shall be made available upon request to the State of Michigan, its designees or the Michigan Auditor General at any time during the contract period and for seven (7) years from expiration date and final payment on the Contract.

These records shall be made available until seven (7) years after final payment under this Contract or by (a) or (b) as follows:

- a) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available until expiration of three years from the date of any resulting final settlement.
- b) Records relating to litigation of the settlement of claims arising out of the performance of this Contract or expenses of this Contract to which exception has been taken by the State officials or any authorized representative shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

2. Compliance with Laws.

The Contractor shall comply with all applicable ordinances, laws, rules and regulations of DMVA/MYCA, the State of Michigan, the United States of America and any agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operation of the food services. The Contractor shall also obtain and keep current licenses required for the conduct of its operation.



3. Compliance with Contract/Notification/Time Period to Cure

- a) The State will monitor for compliance with the Contractor. In the event the Contractor fails to carry out any conditions/agreements to be performed under this Contract, the State will notify the Contractor, in writing, of such failure. If the necessary corrective action is not completed within a ten-day period or the length of period specified in Section II-G, the Contractor must submit, in writing, why corrective action has not been completed. If after notification to the Contractor, the Contractor fails to correct the problem(s) cited by the State in the time period provided, the State shall have all remedies available under this Contract including liquidated damages as provided in Section II-G. Notice to the Contractor and a time period to cure shall not be applicable in the event of successive or repeated breaches of the same nature. The State reserves the right to determine whether or not noncompliance with a requirement of this Contract may be construed as a failure of performance and/or a material breach of the Contract. In the event that attorney's fees or other expenses are incurred by the State to protect or enforce its rights under this Contract, the Contractor agrees to pay said expenses.

- b) The compliance monitoring will be done in the following manner:

The Contract Administrator and/or designee will review all aspects of service as indicated below.

The Contractor's corporate management and the Contract Administrator shall meet as requested by MYCA to review compliance with all specifications outlined in the Contract including but not limited to:

Meal quality monitoring results.

Compliance with all food safety standards outlined in the specification.

Menu or food item concerns.

Inspection reports submitted by State or other regulatory agencies.

Physical inspection of the Contractor's kitchen.

Budgetary matters.



Other concerns that directly or indirectly pertain to the Contract.

Annual Service Review

Annually an audit of the services provided under the terms of this Contract will be made. The audit will be a joint activity of MYCA and Acquisition Services.

The audit will consist of an evaluation of the total service quality, dependability, response to problems, and other specifics as required under the terms of the Contract. The results of the audit along with recommendations will be published by Acquisition Services and distributed to MYCA and the Contractor(s).

Deficiencies found in the audit shall be considered a Notice to Cure as provided in Section II-HH. Failure to cure these deficiencies may be considered a material breach of the Contract. The Contractor shall respond within ten (10) days to any deficiencies found in the audit with a written plan to correct the deficiencies and a time frame for completion.

Should the Contractor desire, a meeting will be arranged between all concerned parties within ten (10) calendar days of the date the Contractor received, or could have reasonably been expected to receive his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

LIQUIDATED DAMAGES

The production and service of meals under the requirements of this Contract have been developed to be consistent with the needs of MYCA as well as to meet the standards of the federal and state governments. Failure to comply with the requirements of this Contract will result in substandard service which will interfere with the health and safety of DMVA residents to the loss and damage of the State.

Due to the nature of the case, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such substandard service. The State and the Contractor, therefore, agree that in the event of such substandard service, the Contractor



shall pay the amount as liquidated damages.

The State, at its option for amounts due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

Liquidated damages will apply to the following as well as to any new enhancements and/or augmentations which become a part of the Contract. The imposition of liquidated damages is at the State's sole option and failure to impose liquidated damages for any specific incident as provided in the following does not waive the right of the State to impose liquidated damages in the future.



1. Timeliness of Meals. Failure to provide meals at specified times will result in liquidated damages of one-half of the meal charge for each meal which is untimely.
2. Proper Temperatures. Failure to maintain proper food temperatures shall result in liquidated damages of one-half of the meal charge for each meal for which proper food temperatures are not maintained.
3. Inaccurate Meals. If more than 10% of the meals monitored by MYCA staff during one month are inaccurate, liquidated damages of \$1.00 per inaccurate meal will be assessed. An inaccurate meal is a meal which does not comply with a residents diet requirements or the meal does not comply with the regular menu if the resident has no specific diet requirements.

Menu Item Substitutions. If menu items are substituted in more than 20% of the meals served in a menu cycle of 28 days, liquidated damages of 20% of cost of each meal in which substituted items are served will be assessed.



LISTING/PRICING PAGE

PRICING: Prices are to be quoted as charge per resident day on a sliding scale basis of meals served 3 times per day as indicated below. Separate meal prices for regular and modified diets for each meal and total daily meal cost. If regular and modified diets are quoted as the same price a letter stating this shall be included.

ITEM NO.	REGULAR DIET	BREAKFAST	LUNCH	DINNER	TOTAL MEAL COST PER RESIDENT
1.	50-75 Residents	\$ 3.55	\$ 3.70	\$ 3.90	\$ 11.15
2.	76-100 Residents	\$ 3.55	\$ 3.70	\$ 3.90	\$ 11.15
3.	101-125 Residents	\$ 3.55	\$ 3.70	\$ 3.90	\$ 11.15
4.	126+ Residents	\$3.55	\$ 3.70	\$ 3.90	\$ 11.15

ITEM NO.	MODIFIED DIET	BREAKFAST	LUNCH	DINNER	TOTAL MEAL COST PER RESIDENT
1.	UNKNOWN	\$ 3.55	\$ 3.70	\$ 3.90	\$ 11.15

Provide the percentages for the following categories based on the above quoted residents total daily per diem rate: Based on 100 residents

1)	Labor Costs	\$423.70	38.0 %
2)	Food Cost	\$446.00	40.0 %
3)	Supplies and Materials	\$100.35	9.0 %



(other than Food)

4)	Supplies, Materials & Equipment	\$ 72.48	6.5 %
5)	Overhead & Profit	\$ 72.47	6.5 %